

West Valley City Exhibit Agreement

THIS AGREEMENT (the “Agreement”) is made this _____ day of _____, 2007, by and between West Valley City, a municipal corporation of the State of Utah (the “City”), and Dodge Billingsley (“Collection Owner”); collectively the City and Dodge Billingsley are referred to as the “Parties.”

W I T N E S S E T H :

WHEREAS, West Valley City is pleased to have the opportunity to exhibit a fine art collection organized and provided by Dodge Billingsley for display and public presentation, at the Utah Cultural Celebration Center (“UCCC”), which shall be open to the public; and

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the parties agree as follows:

A G R E E M E N T :

1. **Collection Owner’s Obligations.** Collection Owner shall loan artwork to the UCCC and shall provide an itemized master list of the artwork received, as well as corresponding values for each piece. This list shall be attached hereto as Exhibit “A.”
2. **CITY’s Obligations.**
 - a. **Insurance:** The City agrees to insure the artwork described in Exhibit “A” (total value not to exceed \$500,000.) for direct physical loss, damage or destruction for the entire exhibit period.
 - b. **Security:** The City agrees to provide security for the art work in the form of locked gallery doors when the UCCC is closed and 24-hour security cameras.
 - c. **Exhibit Construction, Dismantling, Gallery Space:** The City agrees to provide, at its own expense, the necessary resources for the display of the Show, including, but not limited to: lighting, props, labor, signage and other materials necessary to ensure the quality of the exhibit. The City also agrees to provide, at its expense, the necessary labor and materials to assist the collection owner in dismantling of the exhibit.
 - d. **Photographs:** The UCCC agrees that no photographs of the exhibition, or its unpacking, installation, dismantling or repacking will be allowed unless specifically for publicity and promotional purposes of the UCCC, or to document loss, damage or destruction of artwork for an insurance claim.
3. **Term of Agreement.** This Agreement shall commence upon execution by the parties and shall terminate on June 20, 2008 or after the exhibit has been dismantled.
4. **Exhibit Tickets, Entry Fees and Compensation.**

- a. Tickets: The exhibit shall be free for the public; there shall be no ticket sales to enter the exhibit.
 - b. Compensation: There is no fee for use of gallery space during this exhibition. No fee will be paid to the Collection Owner for any purpose related to this exhibition. Most of the artworks included in the exhibition will not be offered for sale (NFS). If items are designated as being offered to the public for sale, the City shall be entitled to Thirty-Percent (30%) of the net proceeds from artwork sales. A complete accounting of the inventory received and inventory sold shall be provided by the City to Dodge Billingsley at the end of the exhibit period. Funds will be dispersed within 30days.
5. **Transport.** Artist shall be responsible for the transport of the artwork to the UCCC and from the UCCC. The UCCC shall not be responsible or liable for the artwork while it is in transit to and from the UCCC in any way.
6. **Exhibit Period.** The exhibit period will begin May 5, 2008 when artwork is delivered to the UCCC facility, and will end when artwork is removed from the premises by the collection owner on June 19, 2008. The exhibit will be open to the public on May 8, 2008 and close on June 18, 2008.
7. **Indemnification.**
 - a. City agrees to indemnify, hold harmless and defend Collection Owner and his agents and employees against any liabilities, loss or damage suffered as a result of any third party claim, demand, or action arising out of the *negligence or willful misconduct of City* in the performance of its obligations under this Agreement, so long as such acts or omissions do not arise out of instructions, negligence or the willful act of Collection Owner or his agents or employees.
 - b. Collection Owner agrees to indemnify, hold harmless and defend the City, and its agents, contractors, employees and volunteers against any liabilities, loss or damage suffered as a result of any third party claim, demand, or action arising out of the negligence or willful misconduct of Collection Owner or his agents or employees in the performance of its obligations under this Agreement, so long as such acts or omissions do not arise out of the City's own negligence or willful act.
8. **Limited Liability.** The liability of the City is limited to the City's insurance deductible amount of Fifteen Thousand Dollars (\$15,000.00). The City shall not be held liable for any damages exceeding the policy limits described in 2(a) of this Agreement **or for any loss, damages or theft not covered by the City's insurance.** Any claim made against the City for a direct physical loss must be made before the damaged piece or pieces from the Collection are loaded for delivery at the conclusion of the exhibit. The City shall not be liable for any damages or losses to the artwork while the artwork is in transit to the UCCC. At the conclusion of the **exhibition period**, all claims against the City for a direct physical loss shall be waived. This Section shall survive the termination of this Agreement.

9. **Maintenance of Art Work.** The City shall not clean, repair, retouch or alter in any way the artwork while it is housed at the UCCC. The UCCC agrees to protect the artwork from damage from direct sunlight, heat or touching by visitors.
10. **Subcontract Assignment.** Neither party shall assign any rights or interest herein without prior written consent of the other party.
11. **Cancellation.** The UCCC may cancel or modify its intention to display the Show upon thirty (30) days written notice to Artist.
12. **Attorney's Fees.** In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.
13. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.
14. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid.
15. **Modification of Agreement.** This Agreement may be modified only by written amendment signed by both parties.
16. **Applicable Law.** This Agreement shall be governed by the laws of the State of Utah.
17. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to Collection Owner: Dodge Billingsley
1157 East Harrison Ave
Salt Lake City, Utah 84105
801-486-4929
801-358-7117

If to the City: Utah Cultural Celebration Center
Attn: Susan Klinker, Program Director
1355 West 3100 South
West Valley City, Utah 84119
Telephone: (801) 965-5101

Susan.Klinker@wvc-ut.gov

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY

City Manager, Wayne Pyle

ATTEST:

CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

Artist

State of _____)
County of _____) :SS

On this _____ day of _____, 20_____,
personally appeared before me _____, whose identity is personally known to me
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to this instrument, and acknowledged that he/she/they executed the same.

Notary Public